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***Attorneys for Plaintiff
Rich Media Club LLC***

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Rich Media Club LLC,

Plaintiff,

V.

Duration Media LLC,

Defendants.

Case No. 2:23-cv-01967-SPL

JOINT CLAIM INTERPRETATION SUBMISSION

Plaintiff Rich Media Club LLC (“Plaintiff” or “RMC” or “Counter Defendant”) and Defendant/Counter Plaintiff Duration Media LLC (“Defendant” or “Duration Media” or “Counter Plaintiff”), jointly submit the following identification of disputed claim terms, and supporting intrinsic and extrinsic evidence. The only disputed terms appear in claim 1 of the patent-in-suit, U.S. Patent No. 11,741,482 (“the ’482 patent”). Both parties reserve certain rights with regard to this submission, including (1) the right to rely on evidence identified by the opposing party to support their asserted interpretations; (2) the right to challenge the admissibility of any extrinsic evidence offered by the opposing party; (3) the right to make additional arguments based on case law regardless of whether the case law was disclosed to either party before this joint claim construction statement was filed; and (4) the right to interpret any disputed term in a larger context of the claim or the claim as a whole.

#1: [Preamble part 1]. A method for rendering advertisement content in an ad content display page,

Plaintiff’s Position	Defendant’s Position
Not limiting; if limiting, not indefinite.	Limiting and indefinite.

#2: [Preamble part 2] wherein the ad content display page includes (i) a predefined area configured to display advertisement content, the predefined area being *a portion* of the ad content display page, and (ii) page content displayed in other portions of the ad content display page, the page content being separate from the advertisement content, the ad content display page being scrollable to allow *a portion* of the ad content display page to appear in a visible area of a browser window of a browser that is configured to be operated by a remote computing device, the method comprising:

Agreed: The parties agree that the section of the preamble part 2 above (i.e., after the first “wherein”) is limiting.	
Plaintiff’s Position regarding the “a portion” term	Defendant’s Position regarding the “a portion” term

Not indefinite; plain and ordinary meaning.	Indefinite.
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#3: (a) *determining* whether a predefined portion of the predefined area of the ad content display page is in the visible area of the browser window; and

“Determining”	
Plaintiff’s Position	Defendant’s Position
Not indefinite; plain and ordinary meaning	Indefinite.

#4: (a) determining whether *a predefined portion of the predefined area of the ad content display page* is in the visible area of the browser window; and

“predefined portion of the predefined area of the ad content display page”	
Plaintiff’s Position	Defendant’s Position
Plain and ordinary meaning.	A percentage of a set area of the ad content display page, both of which have been defined prior to rendering the ad content display page.

#5: (a) determining whether a predefined portion of the predefined area of the ad content display page is in the *visible area of the browser window*; and

“visible area of the browser window”	
Plaintiff’s Position	Defendant’s Position
The area of a browser window that is capable of being seen.	The area of the ad content display page that is currently perceptible to the user.

#6: (b) in response to a *determination* that the predefined portion of the predefined area of the ad content display page is in the visible area of the browser window, causing a communication to be sent from the remote computing device to one or more dispatcher servers.

“Determination”**Plaintiff’s Position**

Not indefinite; plain and ordinary meaning

Defendant’s Position

Indefinite.

7: (b) in response to a determination that the predefined portion of the predefined area of the ad content display page is in the visible area of the browser window, *causing a communication to be sent* from the remote computing device to one or more dispatcher servers,

“causing a communication to be sent”**Plaintiff’s Position**

Not indefinite; plain and ordinary meaning

Defendant’s Position

Indefinite.

8: [1(b)cont] wherein the one or more dispatcher servers are *configured to*:

(i) receive the communication, and

(ii) cause advertisement content to be served to the remote computing device,

wherein the browser is *configured to* render the advertisement content in the predefined area of the ad content display page, and

“Configured to”**Plaintiff’s Position**

Not indefinite, plain and ordinary meaning

Defendant’s Position

Indefinite.

9: wherein the *advertisement content first appears in the predefined area of the ad content display page only after* the one or more dispatcher servers serve the advertisement content to the remote computing device and the browser renders the advertisement content in the predefined area of the ad content display page.

“advertisement content first appears in the predefined area of the ad content display page only after”

Plaintiff’s Position

The full clause means the specific ad content rendered does not appear until

Defendant’s Position

Prior to any advertisement content appearing in the predefined area of the ad

1 after it is received from the dispatch
2 server, which occurs only after other claim
3 limitations are met.

content display page, the following must occur:

- 4 1. a determination is made that a
5 predefined portion of the predefined area
6 of the ad content display page is in the
7 visible area of the browser window,
- 8 2. a communication is caused to be
9 sent from the remote computing device to
10 one or more dispatcher servers,
- 11 3. the communication is received
12 by the one or more dispatcher servers,
- 13 4. the advertisement content is
14 served by the one or more dispatcher
15 servers to the remote computing device,
16 and
- 17 5. the advertisement content is
18 rendered by the browser in the predefined
area of the ad content display page.

19 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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1 Dated: April 17, 2024

Respectfully submitted,

2 **Global IP Law Group, LLC**

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/s/ Victor C. Johnson

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Attorneys for Defendants

18 **CERTIFICATE OF SERVICE**

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20 I hereby certify that a true and correct copy of the above and foregoing document has
21 been served on all counsel of record via the Court's CM/ECF system on the 17th of April 2024.

22 /s/ Victor C. Johnson

23 Victor C. Johnson